Keeler Corporation, d/b/a Keeler Brass Company[1] ***and*** **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).** Case 7-CA-17486

June 14, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

On December 31, 1980, Administrative Law Judge David G. Heilbrun issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and Respondent filed cross-exceptions, a supporting brief, and a reply brief to the General Counsel's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record[2] and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[3] and conclusions of the Administrative Law Judge, as modified herein, and to adopt his recommended Order, as modified herein.

We agree with the Administrative Law Judge that Respondent violated Section 8(a)(1) and (3) of the Act by promising employee Stroven benefits if he would disaffiliate from the Union and by denying Stroven assignment to the position of acting assistant foreman. However, we disagree with his conclusion that the evidence as a whole is insufficient to establish that Respondent violated Section 8(a)(3) by refusing to promote Stroven to the position of permanent acting assistant foreman.

In October 1978, Respondent reorganized its tool and die operations. Ted Helmholdt, supervisory backup to Foreman Joseph Curtis, was transferred, and Curtis asked Stroven to "take over and replace Ted Helmholdt" as assistant foreman.[4] Stroven received the 22-cent hourly premium that Helmholdt had received as assistant foreman and continued to do so under Garner Hall, Curtis' replacement. In December 1978, a toolcrib employee transferred into the department and assumed the job duties of assistant foreman, and Stroven's premium was discontinued. Nonetheless, Stroven often was utilized as acting assistant foreman to Hall during 1979, except from February through March when Stroven was absent from work because of a job-related injury and employee Ray Berens was so utilized. Until September 15, 1979, this was the only significant time Berens acted as assistant foreman. From November 1978 through June 1979 both Stroven and Berens received the same rate of pay for regular job duties as tool and die repairmen and operators, even though Berens was given higher evaluations in November 1978 and May 1979.

In early 1979, the Union initiated an organizational drive at Respondent. In August 1979, Stroven completed a supervisory training course,[5] but did not receive a pay increase as had others who completed similar training and was told by Plant Manager Milton Briggs that anything definitive in that regard would be deferred until November. Stroven, who previously had shunned the organizing campaign, thereupon contacted Union Representative Curtis Hartfield and began wearing a union button and T-shirt. On August 29, 1979, Stroven told Donald Marsh, the Company's industrial relations director, that he was campaigning on behalf of the Union because he had not received a pay increase or any assurance that he would, in fact, receive one. Marsh then left Stroven and returned with Briggs, who, on seeing the T-shirt, stated in Stroven's presence, "my plans [for him] went right down the drain." On September 6, 1969, Marsh suggested to Stroven that he renounce his union support in a letter to Union Representative Hartfield "and all would be forgotten." On September 12, Respondent received a letter from Hartfield identifying Stroven and two other employees as union committee members.

On September 15, Foreman Hall was scheduled to be out for a dental appointment and was told by Briggs that Berens would fill in as acting assistant foreman because he (Briggs) did not want Stroven anymore because of his "actions." Stroven then questioned Briggs and Hall about Berens' promotion and was informed that it had resulted from "the way he [Stroven] had conducted himself," and because Briggs did not appreciate Stroven's sup-

[1] The name of Respondent appears as amended by Respondent's unopposed motion.

[2] We hereby grant the General Counsel's motion, in which Respondent has concurred, to include as part of the official record herein G.C. Exhs. 2, 3, 4, and 5, which had been admitted into evidence but inadvertently omitted from the record.

[3] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

[4] Curtis testified that his objective in choosing Stroven was to "make it easier for them to carry on . . . through the transition," a "troubled time" when "the whole shop was upset." On this point, Plant Manager Milton Briggs testified that Stroven was "the only one that knew anything at all about paperwork."

[5] Stroven attended the course in April 1979. The Administrative Law Judge incorrectly found that Berens also attended in 1979, but the record shows that he did not start the course until April 1980, a year after the complaint issued.

porting the Union. Briggs further clarified his position when, on cross-examination, he admitted that Stroven no longer would be acting assistant foreman because "I didn't want an assistant foreman that was a union organizer." Since September 15, Berens has been considered the permanent acting assistant foreman, and, since November 4, has received a pay increase reflective of this capacity.

The Administrative Law Judge found, and we agree, that Stroven's union conduct was the motivating factor in Respondent's September 15 refusal to permit him to fill in as acting assistant foreman, and that Respondent violated Section 8(a)(1) and (3) of the Act by such refusal. We do not agree, however, with his further conclusion that the "evidence as a whole is . . . not sufficiently convincing" to establish that Respondent violated Section 8(a)(3) by refusing to promote Stroven to the position of permanent acting assistant foreman. The Administrative Law Judge reached this conclusion by finding, in substance, that the unlawful motivation which Respondent had displayed toward Stroven since August 29 played no role in its refusal to promote him because "a larger background" shows that: (1) the toolroom was in a yearlong transitory stage as a result of Respondent's reorganization which, *inter alia*, substituted younger for older supervisors; (2) Berens received superior and impartial performance evaluations; (3) Berens attended the supervisory training course to better equip himself for possible selection as acting assistant foreman; (4) Berens was familiar with the acting assistant foreman's job; (5) Respondent had "leanings" towards Berens because of his proficiency and reliability of attendance "at all times"; and (6) an employee who supported the Union became official backup to Berens from and after November.

We do not regard Respondent's transitory state as a substantial factor in determining Respondent's motivation or as supportive of the conclusion that Stroven would not have been promoted to permanent acting assistant foreman even in the absence of his protected activity. Similarly, Berens' attendance at the supervisory training course is of no significance because he did not attend until long after the complaint herein was issued. Moreover, his superior and impartial performance evaluations are of little significance in light of credited testimony that Respondent deliberately chose Stroven to be acting assistant foreman when the transition stage began because he was the only person who knew anything about the paperwork involved, and would make the transition "easier." Further, the record establishes that during the transition year Berens served as acting assistant foreman only in Stroven's absence from work due to a job-related injury. Consequently, it is more reasonable to infer that Berens was a mere fill-in for Stroven, and that Stroven was more familiar with the job than Berens, despite Respondent's professed "leanings" towards Berens because of his proficiency and reliability. Finally, Respondent's appointment of a union supporter as Berens' assistant does little to dispel the union animosity which Respondent displayed toward Stroven.

In short, none of the factors upon which the Administrative Law Judge relied sufficiently rebuts the General Counsel's strong *prima facie* showing of antiunion discrimination against Stroven. On the contrary, the evidence clearly establishes that, upon discovering that Stroven supported the Union, Respondent's plans for him "went right down the drain"; that "all would be forgiven" if he repudiated the Union; that Respondent did not want a "union organizer" in the job; and that Stroven was immediately denied the opportunity even to continue filling in as acting assistant foreman. Respondent has failed to offer convincing evidence that it would not have promoted Stroven in absence of such discriminatory motivation.

Accordingly, we find that Respondent's refusal to promote Stroven to the position of permanent acting assistant foreman was because of his union activities and a continuation of its earlier unlawful conduct against him, and that, by such refusal, Respondent violated Section 8(a)(1) and (3) of the Act.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Keeler Corporation, d/b/a Keeler Brass Company, Grand Rapids, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Insert the following as paragraph 1(c) and reletter the following paragraph accordingly:

"(c) Denying employees promotions because of their union activities."

2. Insert the following as paragraph 2(b) and reletter the following paragraphs accordingly:

"(b) Offer Gordon Stroven the position of permanent acting assistant foreman replacing, if necessary, any employee who may occupy that position,[6] or, if that job no longer exists, a substantially

[6] See e.g., *Richboro Community Mental Health Council*, 242 NLRB 1267, 1268 (1979).

equivalent position, without prejudice to his seniority and other rights and privileges previously enjoyed, and make him whole for any loss of earnings he may have suffered due to the discrimination against him by payment to him of a sum of money equal to the difference between the amount he earned in his regular duties and the amount he normally would have earned as permanent acting assistant foreman from November 4, 1979, the date Ray Berens was permanently assigned acting assistant foreman, to the date Respondent offers Stroven the position of permanent acting assistant foreman, or a substantially equivalent position. Said backpay is to be calculated in the manner provided in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest thereon as set forth in *Florida Steel Corporation*, 231 NLRB 651 (1977)."[7]

3. Substitute the attached notice for that of the Administrative Law Judge.

[7] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962). In accordance with his partial dissent in *Olympic Medical Corporation*, 250 NLRB 146 (1980), Member Jenkins would award interest on the backpay due based on the formula set forth therein.

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

WE WILL NOT promise benefits to employees on the condition that they disaffiliate from International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), or any other labor organization.

WE WILL NOT deny employees remunerative assignment because of their union activities.

WE WILL NOT deny employees promotions because of their union activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act, as amended.

WE WILL make Gordon Stroven whole by compensating him with backpay, plus interest, for the period September 15 through November 3, 1979, for any occasions on which he would have earned extra income as acting assistant foreman of the Steven Street plant's toolroom but for the unlawfl discrimination against him.

WE WILL offer Gordon Stroven the position of permanent acting assistant foreman or, if that job no longer exists, a substantially equivalent position, without prejudice to his seniority and other rights and privileges previously enjoyed and make him whole by compensating him with backpay, plus interest, for any loss of income he would have earned as permanent acting assistant foreman but for the unlawful discrimination against him.

KEELER CORPORATION D/B/A KEELER BRASS COMPANY

DECISION

STATEMENT OF THE CASE

DAVID G. HEILBRUN, Administrative Law Judge: This case was heard at Grand Rapids, Michigan, on October 17 and 29, 1980, based on a complaint alleging that Keeler Brass Company, Inc., called Respondent, violated Section 8(a)(1) and (3) of the Act by promising benefits to employees Gordon Stroven on that he disaffiliate himself from International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), called the Union, and later demoting him and changing a condition of his employment while relatedly denying him a promotion to assistant foreman with attendant pay increase.

Upon the entire record, my observation of witnesses, and consideration of posthearing briefs, I make the following:

FINDINGS OF FACT AND RESULTANT CONCLUSIONS OF LAW

In October 1978, Respondent reorganized its tool-and-die operations.[1] This involved establishing Select Die, Inc. as a new facility in nearby Grandville for the primary purpose of building new dies, and consolidating die repair plus certain speciality work at the Grand Rapids plant on Stevens Street. Prior to the reorganization, Joseph Curtis had been die repair foreman at Stevens Street with supervisory backup as needed from tool-and-die maker Ted Helmholdt. Both of them were transferred to Select in late October 1978 with Helmholdt's departure preceding that of Curtis' by about a week. Garner Hall, a 20-year employee and former diemaker at a Godfrey Avenue plant, replaced Curtis while Maynard Flikkema, a near 30-year employee, also transferred from the toolroom of Godfrey Avenue to that of Stevens Street after disappointingly not being chosen for the

[1] Respondent maintains its principal office in Grand Rapids, Michigan, and has plants in and around that community where it is engaged in the manufacture and distribution of automotive trim parts, furniture hardware, fasteners and related products, annually selling and distributing such products valued in excess of $50,000 directly to points located outside Michigan. On these admitted facts I find that Respondent is an employer engaged in commerce within the meaning of Sec. 2(6) and (7) of the Act, and otherwise that the Union is a labor organization within the meaning of Sec. 2(5).

better paying work starting up in Grandville. Gordon Stroven, a 24-year employee and affiliated with Respondent's tool-and-die operations for 23 of those years, remained at the Stevens Street location where he had long been a fixture.

Stroven testified that during these changes of October 1978, Curtis spoke with him asking that he "take over and replace Ted Helhmoldt." Curtis' testimony deflected any notion of this change being of permanent character, noting the period was "troubled time" when "the whole shop was upset" and that while he could not recall "exactly what was said" his objective in speaking to Stroven was to "make it easier for them to carry on . . . through the transition." Plant Manager Milton Briggs endorsed this assessment, testifying that those not selected for Select were upset and this dolefulness coupled with a high ratio of mere apprentices among the strandees made Stroven the obvious choice as "the only one that knew anything at all about paperwork." At the outset, Stroven inherited a 22-cent hourly premium that Helmholdt had been receiving for his near constant utilization as assistant foreman to Curtis.[2] This arrangement continued under Hall who had initially confirmed with Stroven that he would "fill in"[3] only into December 1978, at which time a toolcrib employee also transferred into the department and by this event and related absorption of duties, the 22 cents per hour being paid over rate to Stroven was discontinued.[4]

In 1979 Stroven incurred two spells of absence from work concentrated in a month long span during February and March because of job-related injury and occurring again over the period late September to early November.[5] However, he did in fact function as the usual replacement to Hall, filling this role on numerous occasions during the year up through August. Typically, Ray Berens, on accomplished journeyman tool-and-die maker, was at work as Stroven so functioned, while conversely Berens was chosen in Stroven's absence with one minor exception in July when a 3-hour medical leave taken by Stroven was overlapped by Berens serving during the final hour of a 4-hour stint as acting assistant foreman. Each of them was compensated at the reestablished 40-cent-per-hour premium when so performing, subject to current company policy as to minimum number of hours spent and minimum number of employees present at the time. November is the customary month of pay adjustment for Respondent's employees with that of 1978 increasing both Stroven's and Berens' rates to $8.35 per hour.[6] As of May, the regular rate of both was the identical amount of $8.65 per hour and this changed in June to $8.73. Both employees attended a "You the Supervisor" training class in 1979 and in May Hall rendered formal written ratings for each as part of a "bracket" system applicable to the entire department. Berens was rated higher as compared to Stroven with his lead being attributable to a better range of achievement in listed work factors of quantity and adaptability.[7]

The Union had mounted an organizational drive early in 1979 and as part of its techniques sent a series of letters to Respondent identifying groups of employees by name as part of a growing in-plant committee. Stroven had completed his supervisory training around July and soon afterwards learned that others of similar achievement had received a 24-cent-per-hour increment. He raised the matter with both Hall and Briggs as a question of why no increases had applied in his own case, and recalled that Briggs advised him that anything definitive was deferred until November. The seeming harshness of this denial caused Stroven to decide upon assisting the Union as an organizer, a course he had disdained in prior organizing campaigns. After contact with International Representative Curtis Hartfield, he began wearing a partisan button and T-shirt from and after August 29. This was also the date on which several other toolroom employees at Stevens Street showed up for work in similar attire, a fact fully noticeable to Hall and Briggs. In consequence, Briggs telephoned Industrial Relations Director Donald Marsh who immediately went to the plant, saw the phenomenon for himself, and conferred with Briggs in terms of a then scheduled representation election due to occur on September 12. This was also the date of a letter sent by Hartfield to Respondent advising of several more committee members including Stroven, Flikkema, and toolroom employee Gary Roberson.

Stroven testified that nothing was said to him about this overtness until September 6. On that date, he attended one of the many meetings being held with groups of employees in which "executives" spoke about the coming election and took questions. After this, he was approached by Marsh and, following opening dialogue, they entered the toolroom office. Here Marsh asked, "What is the reason for this?" and Stroven poured out his accumulated dismay as culminating about 2 weeks earlier when he could not even be assured of an immediate pay raise in recognition of his training and dedication. Marsh then animatedly left to seek Briggs and returned with him in a few minutes. A confidential discussion ensued in which, according to Stroven, Briggs stated that upon the sight of Stroven wearing the shirt "My plans [for him] went right down the drain." Marsh traded on this theme by then suggesting that Stroven renounce his support of the Union in a letter to Hartfield

[2] This feature contrasted with still earlier "regulations" applying at the tool-and-die room on Stevens Street whereby the individual serving as assistant foreman would receive (conditioned on a minimum number of hours so serving) 40 cents per hour extra when actually in such capacity.

[3] On this point, Stroven testified in some detail to be called into Briggs' office with Hall present and rather formally being elevated to assistant foreman upon Hall's explicit assurance to Briggs' that he considered Stroven capable, knowledgeable, and willing to take on the role.

[4] Stroven described his duties when assistant foreman as copying tag numbers from dies, reproducing and distributing work process slips, supplying toolroom employees with fresh cloth products, and ordering stock. This consumed an estimated 2 hours each day, beyond which Stroven would continue with his regular job except for the enlarged responsibility of making needful assignment throughout the shop and assisting with problems.

[5] All dates and named months hereafter are in 1979, unless shown otherwise.

[6] This is exclusive of the 22 cents applicable only to Stroven for 1 month late in that year.

[7] Berens had scored higher on comparable rating forms prepared by Curtis in November 1978 and was again so perceived by Hall the following November in a rating that totaled 154 points compared to 143 for Stroven.

adding that upon doing so all that had "happened" would be forgotten. Stroven remained mute to this and the three dispersed. Marsh's version is that only on August 29 did he and Briggs "probably" enter the toolroom office with Stroven where Marsh took the occasion only to observe that as one being considered for a supervisory position he certainly should not "want my boss to think that I was in favor of the UAW." Marsh allowed that Briggs "could have said something" but he denied soliciting a written disaffiliation from the Union or hearing Briggs say that plans for Stroven had vanished. Briggs also pegged this espisode as occurring on August 29 but denied the "down the drain" remark, saying only that it "upset" him to see so many toolroom employees seemingly ungrateful, "messed up," and "gone against me."

The toolroom next needed an acting assistant foreman on September 15 when Hall was to be absent for a dental appointment. In anticipation of this, Hall spoke to Briggs about who should fill in and was told Berens would be the person. Briggs referred to this decision on his as based on not "want[ing]" Stroven anymore because of his "actions," a term that he explained as meaning Stroven had done no production work for a 2-week period in late August and early September. After Berens had so functioned, it being the only time of significance he had done so with Stroven uneventfully present, Stroven questioned the action with both Hall and Briggs and was told respectively that it resulted from the way he had just conducted himself and because Briggs did not appreciate his support of the Union. Berens has since then been considered the permanently assigned acting assistant foreman and received an hourly increase effective November 4 of 45 cents reflective of this capacity.[8]

Plainly Respondent retaliated in severe, tangible fashion to Stroven's protected concerted activities as first revealed on August 29. Sporadic functioning as acting assistant foreman in the past had characterized him merely to be the department's intermittent lead employee, a rank-and-file capacity easily recognized by Marsh who excused him from foreman meetings during preelection strategy sessions. As such he had every right to support the union in the chosen manner and be free from identifiable job discrimination for doing so. The unlawful causation of September 15 is actually admitted by Briggs' own testimony and there is no difficulty finding a violation of the Act in that regard. Respondent's assertion that Stroven was not working in diligent fashion during a 2-week period is sham on its face and otherwise credibly denied. A more perplexing issue is that of whether Stroven would have been formally elevated to a permanent assistantship, and here I believe that the evidence as a whole is simply not sufficiently convincing.

I first readily credit Stroven in regard to his testimony of being badgered by both Marsh and Briggs on September 6 about his partisanship and its possible consequences.[9] Yet, even given such indefensible dismay, a larger background must be looked to. The first factor is that a 1-year cycle was in effect to settle out the toolroom's upheaval, as many of its skilled tool-and-die makers departed. New personnel came in, the old supervisor left and a younger one assumed its management for the first time. Superior evaluations had been rendered on Berens by two different foremen, totally free of any tainted considerations, and it is reasonable to believe that he attended the supervisory training course to better equip himself for possible selection just as Stroven was scheduled to attend to better acquit himself during random spells of leadership. Further, Berens was no stranger to the process having performed as acting assistant foreman for numerous hours as recently as much of July and into early August. While I discredit Hall's testimony and that of Briggs' to the effect that a final *decision* on the matter had been made back in May, contrarily I see several definite leanings toward Berens in terms of his proficiency and reliability of attendance that were latently present at all times.[10] A final factor, although such things are not necessarily equatable, is that Roberson, a person also identified as affiliating with the Union, became official backup to Berens from and after November.

Accordingly, I render conclusions of law that Respondent, by promising employees benefits for disaffiliating with the Union and by denying Stroven remunerative assignment to the position of acting assistant foreman on September 15, has violated Section 8(a)(1) and (3) of the Act, but that it has not violated the Act in any other manner.[11]

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

[8] Both Berens and Stroven did in fact receive general increases later in November of 71 cents and 66 cents per hour, respectively.

[9] I recognize that there is some ambiguity in Stroven's testimony as to Marsh's opening remarks for, under either the orginal transcript version or as I have corrected it, the "morning" on which Marsh would have first seen the UAW T-shirts was August 29 and not September 6. This minor discrepancy does not undercut the basic thrust of Stroven's version, particularly where it is corroborated by the highly sincere appearing Flikkema. Additionally, Respondent contends that under any reconstruction of chronology this allegation is time-barred by Sec. 10(b) of the Act. I reject this theory for plainly a charge of this import, and containing routine "catch-all" phraseology, was served by Hartfield on March 6, 1980, coextensively with the formal charge-filing that date. This exactly satisfies the applicable 6-month status of limitations. See *Baltimore Transfer Copany of Baltimore City, Inc.*, 94 NLRB 1680 (1951).

[10] Hall refined his testimony on the point of whether Briggs *had made*, or in November *would make*, a decision about who would become acting assistant foreman. I find Hall's original more spontaneous testimony to be the accurate version, and on a related point discredit Briggs in his testimony that Stroven had not really wanted the job.

[11] Resolution of Stroven's actual financial loss and consequent gross backpay amount is appropriately left to a compliance stage of this proceeding. However, the litigation may result in vindication of principle more than anything. It is known from exhibits in evidence that on September 15 Stroven would have earned $2 more that day (5 hours x 40 cents per hour); however, the record has no other basis to enlarge backpay and in fact Stroven was extensively absent due to illness from then until the cutoff date on November 4. Regardless of whether a minimal dollar amount becomes the final calculation, I view this proceeding as a worthy fulfillment of statutory rights and expressly consider that posting of an edifying notice to all employees is justified.

ORDER[12]

The Respondent, Keeler Brass Company, Inc., Grand Rapids, Michigan, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Promising benefits to employees on condition that they disaffiliate from International Union, United Automobile and Aerospace and Agricultural Implement Workers of America (UAW), or any other labor organization.

(b) Denying employees remunerative assignment because of their union activities.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Make Gordon Stroven whole by compensating him with backpay for the period of September 15 through November 3, inclusive, for any occasions on which he would have earned extra income as acting assistant foreman of the Stevens Street toolroom, such to be calculated in the manner provided in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977).[13]

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its Grand Rapids, Michigan, area plants copies of the attached notice marked "Appendix."[14] Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by its authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 7, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint be dismissed in all other respects.

---

[12] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[13] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[14] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."